In the Matter of Arbitration
Between

Electrolux Home Products, Inc.	**) FMCS Case No. 060913-59701-7**
	)
"Employer"	**) Issue: Yusuf Jama's Dismissal**
	)
and	**) Hearing Venue: St. Cloud, MN**
	)
International Association of Machinists and Aerospace Workers, District Lodge No. 165 & Local Union No. 623	**) Hearing Date: February 8, 2007**
	)
	) Final Briefing Date: March 26, 2007
	)
	) Award Date: May 4, 2007
"Union"	**)**
	) Mario F. Bognanno, Arbitrator

JURISDICTION

Pursuant to relevant provisions in the parties' 2003-2006 Collective Bargaining Agreement the Issue in this case was heard on February 8, 2007, in St. Cloud, Minnesota. Appearing through their designated representatives, the parties jointly stipulated that (1) the issue was properly before the arbitrator for a final and binding decision; and (2) the undersigned was authorized to frame the statement of the issue.

Along with a letter dated January 19, 2007, the Employer filed a written pre-arbitration motion *in limine*, with arguments, seeking to suppress any of the parties' previous non-precedent-setting grievance settlements that the Union might attempt to introduce as exhibits in the arbitration hearing. The Union responded in a letter dated January 25, 2007, noting that it did plan to introduce prior grievance settlements in order to prove a claim of disparate treatment; but that, technically, these settlements were not of a non-precedent-setting variety. At the outset of the hearing, the undersigned denied the Employer's motion,

stating that he would determine the weight said exhibits warrant subsequent to his review of the exhibits in question and of the case record in its totality.

Each party's was given a full and fair opportunity to present its case. Witness testimony was sworn and cross-examined. The testimony of Yusuf Jama, the Grievant, was assisted by Hassan Mohamed, a Somali interpreter, who was also sworn in. A verbatim transcription of the hearing was prepared. Exhibits were introduced into the record. At the conclusion of the parties' evidentiary presentations, each side submitted timely post-hearing briefs on or before March 26, 2007. Thereafter, the matter was taken under advisement.

APPEARANCES

For the Employer:

Mr. Keith L. Pryatel, Attorney at Law

Ms. Carol Young, Director, Human Resources

Ms. Kelly C. Fleming, Manager, Labor Relations

Mr. Russ Hackett, Lieutenant, Assistant Jail Administrator, Benton County Sheriff's Department

Ms. Julie Waldorf, Generalist, Human Resources

For the Union:

Mr. Lewis Neuman, Jr, Directing Business Representative

Mr. Yusof Jama, Grievant

Ms. Edith Gerads, Recording Secretary, IAM Local No. 623

Ms. Rhonda Studer, Shop Co-chairperson, IAM, Local No. 623

Ms. Mary Herman, Program Coordinator, Benton County Jail

Ms. Colleen Murphy-Cooney, Shop Chairperson, IAM Local No. 623

I. FACTS AND BACKGROUND

Electrolux Home Products, Inc., the Employer, operates a freezer appliance manufacturing facility located in St. Cloud, MN. There are 1,300 bargaining unit employees at this facility represented by District Local No. 165 and Local Union No. 623 of the International Association of Machinists and Aerospace Workers, the Union. The Employer and Union have negotiated a no-fault absentee policy that governs the bargaining unit. (Employer Exhibit I). Under this policy, each employee is initially credited with an eight (8) point attendance bank from which partial and/or full points are subtracted from unexcused and unprotected absences, and to which points are added back for good attendance. Critically, however, once the balance of attendance points in an employee's bank is reduced to zero, the employee is dismissed. The no-fault attendance policy also states:

> This policy Does Not affect the existing policy that three (3) consecutive no call/no shows days will be considered a voluntary resignation by the employee.

(Employer Exhibit I; capital letters used in policy). The "existing policy" to which this quote is making reference appears in article 8, section 8.14 of the Collective Bargaining Agreement ("CBA"). This section states:

> Section 8. 14. Reasons for loss of seniority shall include the following:
>
> (a) Voluntary quit.
> (b) Discharge without reinstatement.
> ***
> (f) Three (3) consecutive **scheduled** work days of **no call, no show.**

(Joint Exhibit 1; bold font appears in CBA).

Mr. Yusuf Jama, the Grievant, was hired as a production worker effective September 15, 2000. On Friday, April 28, 2006, while working the 3:00 – 11:00 p.m. second shift, the Grievant was arrested by the St. Cloud Police Department. He was subsequently incarcerated on criminal charges in the Benton County Jail. At 11:00 p.m. on May 3, 2006, Mr. Christopher Herbst, second shift production supervisor, completed an employee Termination Report, discharging the Grievant for: "3 no calls in a row." (Joint Exhibit 3).

Approximately three (3) months later, on August 9, 2006, the Grievant was acquitted by jury of all counts in his trial, released from custody and soon thereafter he unsuccessfully sought to return to work at Electrolux. On August 14, 2006, Mr. Jama, and the Union on his behalf, grieved the Employer's refusal to allow the Grievant to return to work. (Joint Exhibit 2). In a letter dated August 23, 2006, Mr. K. C. Fleming, Labor Relations Manager, wrote to Ms. Colleen Murphy-Cooney, Chairperson, Shop Committee, stating that the Grievant's discharge was proper under article 8, section 8.14(f) and he denied the grievance. (Joint Exhibit 2, p. 3). The parties were unable to resolve this dispute and in a letter dated September 6, 2006, Mr. Lewis Neuman, Jr., appealed the matter to the instant arbitration. (Joint Exhibit 2, p. 4).

II. STATEMENT OF THE ISSUE

The Issue may be stated as follows:

Whether the Grievant's separation from employment was compliant with the Collective Bargaining Agreement's three (3) day, no-call/no-show, provision in article 8, section 8.14(f)? If so, what is an appropriate remedy?

III. RELEVANT COLLECTIVE BARGAINING

Article 8. Seniority and Layoff

Section 8.14 Reasons for loss of seniority shall include the following:

***

(f) Three (3) consecutive scheduled days of no call, no show.

***

Article 9. Leaves of Absence

Section 9.2 An Employee who desires a leave of absence in excess of three (3) working days must make application to the Company in writing for the leave and provide appropriate documentation stating clearly the reason for the leave of absence. The Employee must use their vacation in conjunction with this leave. If granted a copy will be furnished to the Union. If denied, a reasonable explanation shall be furnished to the Employee and the Union.

Article 14. Arbitration

Section 14.3 The arbitration board or Arbitrator acting under this Article shall not have the power to add to, to disregard or to modify any of the provisions on this contract, and shall have authority to decide only the issues submitted.

NOTE: The CBA's last page Includes in bold font:

EMPLOYEE CALL-IN NUMBER 320/253-7000

(Joint Exhibit 1).

IV. EMPLOYER'S POSITION

The Employer's position in this case is multifaceted. First, the Employer argues that neither Mr. Fleming nor others in management had first-hand knowledge of the Grievant's whereabouts on Monday (May 1, 2006), Tuesday (May 2, 2006) and Wednesday (May 3, 2006), which were the Grievant's first three (3) scheduled second shift workdays following his arrest on Friday (April 28, 2006).

Second, the Employer urges that although the Grievant maintains that he did call-in on May 1, 2 and 3, 2006, for all intent and purposes he did not, and that the attendance procedures are clear and well-known to all, including the Grievant. To call-off from work, the employee is to dial 320/253-7000, the call-off telephone number found in the CBA and widely publicized elsewhere.[1] This number rings at the Security Guard's location, which is staffed seven (7) days a week, twenty-four (24) hours a day. To establish that an employee called in an absence, the Employer points out that the Security Guard provides the employee with a so-called "call-off identification number ("I.D. number"). This number can be used to prove that the call was actually made.

On Monday, May 1, 2006, sixty-two (62) employees called in their absences for one reason or another and each was given an I.D. number. The Grievant's name, the Employer points out, is not included on the relevant DAILY CALL-IN'S log. (Employer Exhibit H). Nor does this log show that the Grievant called in on May 2nd or May 3rd, 2006. (Employer Exhibit H). Indeed, the Employer notes, the Grievant testified that while he did call the (320) 253-7000 number on May 1, 2006, he placed the call collect and the Security Guard refused to accept it.[2] The Employer insists that it is widely known that Security

[1] The call-off number is included in the Factory Rulebook issued to new hires. (Employer Exhibit A). The Grievant received a copy of the Factory Rulebook on September 6, 2000. (Employer Exhibit B). In addition, each employee has a swipe card used to enter and exit the facility. Attached to the swipe card is information "tag" that in part reads: "Report all absences to Employee Call in Number at: (320) 253-7000 at least 30 minutes before start of shift." (Employer Exhibit C). Further, the call-off number is also found in "Instructions for Factory Employee," a handbook distributed annually to each employee. (Employer Exhibit D). Finally, the call-off number is restated in the no-fault attendance policy. (Employer Exhibit I).

[2] It is uncontroverted that the Benton County Jail's inmate-available telephone only allows collect calls or telephone calling-card calls. Moreover, it is uncontroverted that inmates know that they can purchase $10.00 or $20.00 calling cards from the Jail's commissary to avoid making collect

Guards do not accept collect calls and, regardless, even though the Grievant may have placed the call, he admits that he did not communicate a call-off to Security and/or receive an I.D. number from Security on May 1, 2006, which is required by the parties' established call-off policy.

Continuing, the Employer notes that the Grievant testified that on Tuesday, May 2, 2006, he used Benton County Jail Coordinator Ms. Mary Herman's direct-dial office telephone to again call the (320) 253-7000 number, but rather than to call-off and secure an I.D. number from the answering Security Guard, he asked to be transferred to the extension number of Ms. Julie Waldorf, Generalist, Human Resource. Additionally, the Grievant testified that Ms. Waldorf did not answer so he left a voicemail message, explaining his situation and asking to be placed on leave of absence. Thus, the Employer summarizes, the Grievant again failed to call-off, as prescribed by policy.

With respect to Wednesday, May 3, 2006, the Employer remarks that the Grievant testified that he again used Ms. Herman's office phone, called the (320) 253-7000 number, but rather than to call-off and secure an I.D. number from the answering Security Guard, he again asked to be transferred to Ms. Waldorf's extension. This time, he testified to having made contact with her and told her that he would be unable to report to work. In the midst of this conversation, the Grievant testified, Ms Waldorf told him that he had already been discharged. Within the framework of this scenario, the Employer points out that once again the Grievant failed to call-off and, in addition, Ms. Waldorf testified that a May 2nd

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calls. (Employer Exhibits L and M). Lieutenant Russ Hackett, Assistant Jail Administrator, testified to booking procedures, which cover telephone privileges, and he stated that on April 28, 2006, when booked, the Grievant had $36.03 on him. (Employer Exhibit L, M and N).

voicemail message from the Grievant was not left on her phone; that she did not speak with the Grievant on May 3rd; and that she could not have told him that he had been fired during their alleged telephone conversation since line-supervisor Mr. Herbst had not completed his Termination Report until 11:00 p.m. on May 3rd, long after her workday ended, at 4:00 p.m.[3] (Joint Exhibit 3). Clearly, the Employer concludes, the Grievant did not call-off as required by policy on May 1, 2 and 3, 2006; that to have done so was not beyond his control; and, therefore, he rightly lost his seniority *per* article 8, section 8.14(f) in the CBA.

Third, in addition to the fact that the Grievant's testimony conflicts with the testimonies of Ms. Nerman and Ms. Waldorf, the Employer also points to inconsistencies between his October 30, 2006, sworn testimony before an Unemployment Compensation judge, and his February 8, 2007, sworn testimony at the arbitration hearing. Specifically, at the Unemployment Compensation hearing, the Grievant testified that he placed collect calls to Electrolux on Monday, May 1, and on Tuesday, May 2, 2006, neither of which were accepted by Security; and he did not mention using Ms. Herman's office phone on May 2, 2006, nor did he testify that he left Ms. Waldorf a voicemail message on that date, as he did at the arbitration hearing. (Employer Exhibit O). Clearly, the Employer begs, all credibility, "he said, she said," issues must be resolved in favor of Ms. Waldorf and Ms. Herman.

[3] Moreover, the Employer observes that Ms. Herman testified that she recalled that the Grievant was allowed to use her office telephone once, *per* her well established policy of allowing inmates to make only "one call." She also testified that she doubted that the Grievant used her office telephone during his first few days in jail.

Fourth, the Employer argues that the Grievant neither complied with the contract's no-call/no-show provision, nor with the contract's leave of absence procedure, as spelled out in article 9, section 9.2; that incarceration is not an excused or protected reason for missing work under the parties' "no-fault" attendance policy; and that other employees who have been jailed have and do call-off, as required. (Employer Exhibits H, J and K). Further, the Employer continues, to have been acquitted of all charges several months after having abandoned his job is not a legitimate basis for now claiming a contractual right to a job.

Next, the Employer contends that for two reasons, the Union failed in its disparate treatment defense: first, the two (2) employees cited by the Union were not shown to be "comparable" to the Grievant with respect to their employment circumstances; and, second, the Manual Franco case should be suppressed since the parties negotiated his reinstatement as part of a non-precedent-setting grievance settlement. (Union Exhibit 1).

Finally, the Employer observes that it has discharged multiple employees for three (3) consecutive days of no-call/no-show, as a result of having been incarcerated, and these terminations were not grieved by the Union. (Employer Exhibit K). For all of the above reasons, the Employer requests that the grievance be dismissed.

V. UNION'S POSITION

Initially the Union argues that the Employer knew that the Grievant had been handcuffed and taken into police custody on Friday, April 28, 2006,

because his arrest took place in the Human Resource office in full view of human resource personnel and of his supervisor, Mr. Herbst. Moreover, the Union avers, the Employer knew that the Grievant was in jail because his predicament was widely broadcast on radio and covered in newspaper articles.

Next, the Union contends that the Grievant made several good faith efforts to call-off by telephoning: (1) Security on Monday, May 1, 2006, only to have that call rejected because it was placed collect[4]; (2) Ms. Waldorf and leaving a message in her voice mailbox on Tuesday, May 2, 2006; and (3) Ms. Waldorf on Wednesday, May 3, 2006, at which time he related his circumstances to her, noting that he wished to secure a leave of absence, but during that conversation, he testified, she told him that he had been dismissed. With respect to this last event, the Union questions how Ms. Waldorf would have known about a dismissal decision that reportedly was made at 11:00 o'clock that night, after she had left work, suggesting that this incongruity is explained by the fact that the Grievant was actually discharged for having been arrested for a widely publicized criminal allegation and not because of the no-call/no-show provision in article 8, section 8.14(f). In light of this factual scenario, the Union asks that the Grievant be reinstated and made whole, commencing on August 9, 2006, the date of his release from custody.

Further, the Union contends that the Employer's actions in this case manifest disparate treatment, pointing to two (2) comparable cases. First, in a case dating back to 1989, the Employer reinstated L. E. Hipp without back pay

[4] The Union convincingly maintains that there is no written rule stating that the "collect call" will not be accepted by Security.

on August 17, 1989, in resolution of his grievance dated August 7, 1989. (Documentation about this case was transmitted along with the Union's post-hearing brief). In that case, Mr. Hipp also had been incarcerated. Ultimately, however, he was reinstated after criminal sexual conduct charges that had been made against him were dropped.[5] Second, on March 21, 2006, the Employer reinstated Mr. Manuel Franco without back pay. The record evidence suggests that Mr. Franco had been jailed for more than three (3) consecutive work days without having called-off, was subsequently released and then, after the passage of an unspecified amount of time, on March 14, 2006, he filed a grievance demanding to be reinstated to his job because he had been wrongly accused of a crime.[6] (Union Exhibit 1).

Finally, for the reasons listed above, the Union requests that the grievance be sustained and that the Grievant be reinstated with full back pay and seniority commencing on August 9, 2006.

VI. OPINION

As the parties' opposing positions suggest, several alleged facts in this cases are in dispute. However, the case's most material facts are not being contested. The procedure to follow when making calling-offs is not in dispute. Moreover, there is no disputing the fact that on neither May 1, May 2 nor May 3, 2006, did the Grievant follow the procedure of calling-off from work by dialing the number (320) 253-7000, telling the answering Security Guard that he would be

[5] The record evidence does not include information about Mr. Hipp's seniority and employment record, other than to suggest that he was a Union steward at that time.
[6] The record evidence does not include information about Mr. Franco's seniority, other than to suggest that he has or had more seniority than the Grievant in this case. There is no evidence about Mr. Franco's employment record.

absent from work and why, and receiving from the Security Guard a call-in I.D. number. Therefore, at least provisionally, these facts support the Employer's decision to reject the Grievant's reinstatement plea. After all, the Grievant did miss three (3) consecutive scheduled days of work without calling-in, which article 8, section 8.14(f) expressly defines as grounds for "loss of seniority." As the reader of the parties' CBA, the undersigned must enforcement the contract's terms. Indeed, by its terms, the Arbitrator may not, *inter alia*, "disregard" any of its provisions, including that of article 8, section 8.14(f). (Joint Exhibit 1; article 14, section14.3).

The term "provisionally" was used above because the Union demurs and its points of dissent are now evaluated. First, the Union insists that on Monday, May 1, 2006, the Grievant did attempt to call-off but that his collect call was not accepted by the answering Security Guard. In so many words the Union suggests that to have merely placed the May 1st call was itself sufficiently compliant with article 8, section 8.14(f) to give it effect. After all, the Union reasons, the Grievant's incarceration places strict contractual compliance well beyond his control. Beyond that, the Union maintains that the Grievant also called Electrolux on May 2 and 3, 2006, with the intent of contacting Human Resources to report his predicament and to secure an article 9, section 9.2 leave of absence. On May 2nd he left Ms. Waldorf a voicemail message, and on May 3rd he made contact with her only to have been told that he had been (prematurely and, therefore, prohibitively) released under article 8, section 8.14 (f).

The Employer rebuts the Union. First, "What evidence supports the claim that the Grievant actually placed the May 1st call or where is the call-in I.D. number?" – the Employer might rhetorically ask. Second, the Employer notes that it is clear from the record evidence that the Grievant's failure to call-in was not beyond his control, as the Union claims: the Grievant could have purchased a telephone calling card. Lastly, the Employer argues that the Grievant could have made an article 8, section 8.14(f) call-off on May 2nd. Indeed, the Employer agues, the Grievant testified that on May 2nd he placed a direct-dial call to Electrolux and spoke to a Security Guard but rather than calling-off and getting an I.D. number as proof of having done so, the Grievant directed the Security Guard to have his call forwarded to Ms. Waldorf's extension. Thus, once again, the Employer avers, it is not at all clear, as the Union asserts, that the Grievant attempted to call-off on May 2nd. In addition, the Employer points out, the Grievant did not leave a voicemail message for Ms. Waldorf, noting that she testified that she did not receive such a voicemail message.

Finally, with respect to the Union's suggestion that on May 3, 2006, *via* the Security Guard's station, the Grievant did contact Ms. Waldorf, stopping the three (3) scheduled work day no-call/no-show countdown and attempting to secure a leave of absence until the criminal charges were resolved, the Employer responds as follows: (1) again, the Grievant could have called-off on May 3rd but did not, and so there is no record on the DAILY CALL IN'S log of a call having been placed with Security; (2) assuming that the Grievant did use Ms. Herman's office phone to place a direct-dial call to Security on May 2nd, then it is not clear

that he placed another direct-dial call on May 3rd, using her office telephone. Ms. Herman testified that she allows inmates only one (1) call from her office phone; and (3) Ms. Waldorf credibly denied speaking to the Grievant on May 3rd and further denied telling him that he had been dismissed, since she did not know that Mr. Herbst dismissed him until a later date.

The preponderance of foregoing facts and circumstances, as marshaled by the Employer, are far more persuasive than those brought forth by the Union. While the Grievant maintains that he called Electrolux on May 1, 2 and 3, 2006, there is no record of same. The Union suggests that there would have been a record of the May 1st call if the answering Security Guard would have accepted the Grievant's collect call and the Union protests the fact that the Employer's "no collect call" policy is not documented. The undersigned rejects this reasoning because the Grievant could have called-off on May 1st by simply using a calling card.

Similarly, the Grievant did not call-off on May 2nd and 3rd, although he could have, if his testimony is to be believed. In the alternative, the Grievant testified that he left a voicemail message for Ms. Waldorf on May 2nd and spoke with her on May 3rd. Ms. Waldorf disputes this testimony. Ultimately, the undersigned must conclude that Ms. Waldorf's word is the more credible. Why? First, Mr. Jama testified that he left a voicemail for Ms. Waldorf on May 2nd, yet this testimony contradicts the sworn testimony he gave at his Unemployment Compensation hearing. At the latter hearing, he testified that he had made rejected collect-calls on both May 1 and May 2, 2006. (Employer Exhibit O).

Second, Mr. Jama testified that he used Ms. Herman's office phone on both May 2 and May 3, 2006, to call Electrolux, yet Ms. Herman credibly testified that her policy is to allow inmates to use her office phone on a one-time basis only and that she recalled placing only one (1) call for him. Further, she testified that she did not know whether the Grievant used her office phone on May 2nd or 3rd but that it "likely" occurred sometime after these dates. (Tr. pp. 85-86 and pp. 88-89). Third, the fact that "2300" (i.e., 11:30 p.m.) is handwritten in the "Time" space in the "Termination Report" as filled out by Mr. Herbst reasonably calls into question the credibility of Mr. Jama's testimony that Ms. Waldorf told him, at some point during her 7:30 a.m. to 4:00 p.m. shift, that he had been released. (Joint Exhibit 3). The record does not address "how" Ms. Waldorf would have known what the Grievant's second shift supervisor was going to do later that day.

Based on the above contradiction and puzzles and the conclusion that candor presented a greater risk to the Grievant than to Ms. Waldorf, the undersigned is not persuaded that the Grievant made a good faith effort to contact the Employer on May 1, 2 or 3, 2006, as the Union claims. Clearly, it was within the Grievant's capacity to contact Security to call-off and/or Human Resources to initiate the leave of absence process, notwithstanding his incarceration. The Grievant simply abandoned his job. Consequently, at this point, the Arbitrator has no reason to upset the Employer's decision to reject the Grievant's reinstatement plea.

Next, the Union offers its "disparate treatment" defense. That is, even if, *arguendo*, the Employer's decision not to reinstate the Grievant is technically

correct, the Union urges that the decision cannot stand because it is not consistent with reinstatements meted out to similarly situated employees. In making this defense, the Union submits reinstatement documents and testimony pertaining to the cases of Messrs. Hipp and Franco.

The Employer vigorously challenges the probative value of the Union's disparate treatment proof. With respect to the Hipp case, the Employer argues that the record is completely devoid of information about Hipp's discipline record, precluding any apple-to-apple comparisons. Indeed, the Hipp case occurred over fifteen (15) years ago and under an earlier CBA with different article 8, section 8.14(f) language.

With respect to the 2006 Franco case, the Employer argues that employee's reinstatement was not a unilateral Employer-decision. Rather, it was the result of grievance negotiations and Electrolux, while continuing to hold that Mr. Franco had forfeited his job rights *per* article 8, section 8.14 (f), agreed to reinstate Mr. Franco, with the understanding that the reinstatement "does not in anyway set a precedent." (Union Exhibit 1).

The Franco settlement letter was sent to Ms. Colleen Murphy-Cooney, Chairperson, I.A.M. Shop Committee, and it states the following:

> The decision of the Company in this matter is that the Company had just cause to terminate Mr. Franco and that the Union did not follow the proper Grievance procedure. However, the Company has decided to reinstate Mr. Franco with out (sic) back pay. The Company also wants both the Union and Mr. Franco to know that Mr. Franco's reinstatement does not in anyway set a precedence.

(Union Exhibit 1). Ms. Murphy-Cooney testified that the Union did not agree to the condition that Mr. Franco's reinstatement "does not in anyway set a

precedence." However, for tactical reasons, having to do with the Employer's charge that the Mr. Franco's grievance was not filed in a timely manner, the Union did not challenge this phrase in the letter.

This rationale notwithstanding, the Franco reinstatement letter does constitute a settlement agreement, one to which the Union is bound. Therefore, the undersigned cannot give it any weight. "Non-precedence" means just that, and if the undersigned was to give it weight in these proceedings he would "chill" the prospect of future labor-management deals of a similar nature.

As for Mr. Nipp's reinstatement, the undersigned opines that the evidence aimed at establishing that the Mr. Nipp and Mr. Jama cases are similar in all relevant respects is uncomfortably thin. Further, and just as important, the Nipp case is "stale", having arisen under different contract language over fifteen (15) years ago. Ultimately, therefore, the Arbitrator concludes that the Employer's refusal to reinstate the Grievant was: (1) based on an acceptable application of the CBA's article 8, section 8.14(f); and (2) not a constructive dismissal, stemming from the Grievant's involvement in a widely publicized arrest.

VII. AWARD

For the reasons discussed above the Grievant's separation from employment was consistent with the parties' intended application of the CBA's three (3) day, no-call/no-show provision in article 8, section 8.14 (f). The grievance is denied.

Issued and ordered on this 4th day of May 2007 from Tucson, AZ.

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Mario F. Bognanno, Arbitrator